

**LAW OFFICES OF
LOUIS E. GITOMER**

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November 14, 2007

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TOWSON, MARYLAND 21204-4022
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RECORDATION NO. 17892-KK FILED

NOV 14 '07 -4 5 5 PM

SURFACE TRANSPORTATION BOARD

Honorable Vernon A. Williams
Secretary
Surface Transportation Board
Washington, DC 20423

Dear Secretary Williams:

I have enclosed for e-filing the document described below, to be recorded pursuant to 49 U.S.C. § 11301.

The document is a Memorandum of Lease Agreement, a secondary document, dated as of November 14, 2007. The primary document to which this is connected is recorded under Recordation No. 17892. We request that the copy of this document be recorded under Recordation No. 17892-KK.

The names and addresses of the parties to the Memorandum of Lease Agreement are:

Lessor:

GATX Corporation
Four Embarcadero Center
Suite 2200
San Francisco, CA 94111

Lessee:

ConAgra Foods, Inc. (f/k/a ConAgra, Inc.)
One Conagra Drive
Omaha, NE 68102

A description of the equipment covered by the Memorandum of Lease Agreement consists of 302 covered hopper cars numbered CAGX 1058, 1201-1205, inclusive, 1208, 1209, 1211-1215, inclusive, 1218, 1219, 1221-1224, inclusive, 1226-1230, inclusive, 1232-1242, inclusive, 1244, 1246-1250, inclusive, 1257, 1259, 1260, 1263, 1264, 1266-1269, inclusive, 1271, 1274, 1279, 1280, 1281, 1285, 1286, 1287, 1289, 1290, 1291, 1293, 1294, 1295, 1296, 1298-1302, inclusive, 1304, 1305, 1307-1311, inclusive, 1313, 1314, 1316, 1319, 1321, 1323-1328, inclusive, 1330, 1331, 1333, 1334, 1336, 1339, 1341-1345, inclusive, 1348, 1353, 1356, 1358, 1359, 1361, 1362, 1366, 1368, 1369, 1370, 1372, 1374-1378, inclusive, 1380, 1382-1388, inclusive, 1391-1397, inclusive, 1399, 1401-1404, inclusive, 1406, 1408-1417, inclusive, 1420, 1425, 1426, 1427, 1429, 1431, 1433-1436, inclusive, 1439, 1440, 1442, 1443, 1445, 1447, 1448,

Honorable Vernon A. Williams

November 14, 2007

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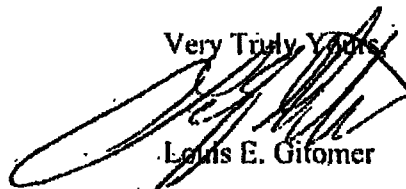
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A fee of \$35.00 is enclosed. Please return one copy to:

Louis E. Gitomer
600 Baltimore Avenue
Suite 301
Towson, MD 21204

A short summary of the document to appear in the index follows: a Memorandum of Lease Agreement between GATX Corporation, Four Embarcadero Center, Suite 2200, San Francisco, CA 94111, and ConAgra Foods, Inc. (f/k/a ConAgra, Inc.), One Conagra Drive, Omaha, NE 68102, covering 302 covered hopper cars numbered CAGX 1058, 1201-1205, inclusive, 1208, 1209, 1211-1215, inclusive, 1218, 1219, 1221-1224, inclusive, 1226-1230, inclusive, 1232-1242, inclusive, 1244, 1246-1250, inclusive, 1257, 1259, 1260, 1263, 1264, 1266-1269, inclusive, 1271, 1274, 1279, 1280, 1281, 1285, 1286, 1287, 1289, 1290, 1291, 1293, 1294, 1295, 1296, 1298-1302, inclusive, 1304, 1305, 1307-1311, inclusive, 1313, 1314, 1316, 1319, 1321, 1323-1328, inclusive, 1330, 1331, 1333, 1334, 1336, 1339, 1341-1345, inclusive, 1348, 1353, 1356, 1358, 1359, 1361, 1362, 1366, 1368, 1369, 1370, 1372, 1374-1378, inclusive, 1380, 1382-1388, inclusive, 1391-1397, inclusive, 1399, 1401-1404, inclusive, 1406, 1408-1417, inclusive, 1420, 1425, 1426, 1427, 1429, 1431, 1433-1436, inclusive, 1439, 1440, 1442, 1443, 1445, 1447, 1448, 1449, 1451, 1454, 1455, 1456, 1458, 1459, 1461, 1465, 1467, 1468, 1470, 1471, 1473, 1474, 1475, 1477, 1478, 1479, 1481, 1484, 1485, 1487, 1488, 1492, 1496, 1498, 1500, 1501, 1504, 1506, 1507, 1511, 1512, 1515-1518, inclusive, 1520, 1522, 1523, 1525, 1527, 1528, 1533-1536, inclusive, 1538, 1541-1545, inclusive, 1547, 1551, 1552, 1553, 1555, 1559, 1561-1564, inclusive, 1567-1574, inclusive, 1577-1580, inclusive, 1582, 1584, 1585, 1587, 1589-1599, inclusive, 1602, 1603, 1605-1611, inclusive, 1613, 1615, 1616, 1617, 1619, 1621, 1624, 1626, 1628, 1629, 1632, 1633, 1635, 1636, 1637, 1639, 1641, 1644, 1648, 1651, 1652, 1653, 1657-1664, inclusive, 1669, 1670, 1672, 1673, 1780, 1787, 1790 and 1796.

Very Truly Yours,



Louis E. Gitomer

Enclosure

NOV 14 '07 -4 5 5 PM

SURFACE TRANSPORTATION BOARD

EXECUTION VERSION

MEMORANDUM OF LEASE AGREEMENT

THIS MEMORANDUM OF LEASE AGREEMENT, dated as of November 14, 2007 by GATX Corporation, a New York corporation (the "Lessor") and ConAgra Foods, Inc. (f/k/a ConAgra, Inc.), a Delaware corporation (the "Lessee" and, together with the Lessor, the "Parties").

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, the Parties have entered into that certain Lease Agreement dated August 31, 2007 and Rider No. 2 thereto dated as of the date hereof (each as amended, modified or supplemented from time to time and collectively, the "Lease"), covering the railcars listed on Schedule A hereto (the "Equipment");

WHEREAS, the Parties wish to show for the public record the existence of the aforesaid Lease, and the respective interests therein of the Parties and accordingly the Parties have caused this memorandum to be executed by their respective duly authorized officers, as of the date first above written.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, by this instrument the Lessor confirms the lease of the Equipment to the Lessee in accordance with the terms and conditions of the Lease, and each of the Parties hereto confirms and accepts such terms and conditions, which are incorporated by reference as if fully set forth herein.

This Memorandum of Equipment Lease Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Memorandum of Lease Agreement has been duly executed by the Parties hereto as of the date first above written.

CONAGRA FOODS, INC. (f/k/a CONAGRA, INC.), as Lessee

By: 

Name: Gregory A. Heckman
Title: President & COO

GATX CORPORATION, as Lessor

By: _____

Name:
Title:

STATE OF Nebraska)

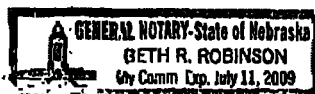
) SS:

COUNTY OF Douglas)

On November 7, 2007, before me, Beth R. Robinson, Notary Public, personally appeared Gregory A. Heckman, personally known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Beth R. Robinson

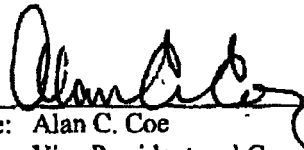


IN WITNESS WHEREOF, this Memorandum of Lease Agreement has been duly executed by the Parties hereto as of the date first above written.

CONAGRA FOODS, INC. (f/k/a CONAGRA, INC.), as Lessee

By: _____
Name:
Title:

GATX CORPORATION, as Lessor

By:  _____
Name: Alan C. Coe
Title: Vice President and Group Executive -
Structured Finance and IEF

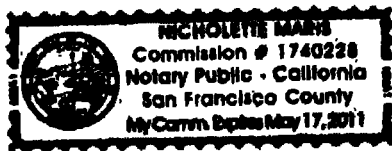
STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

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On November 7, 2007 before me, Nicholette Maris, Notary Public, personally appeared Alan C. Coe, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



Nicholette Maris
Notary Public
My Commission expires: May 17, 2011

SCHEDULE A

Equipment

<u># Railcars</u>	<u>Reporting Marks</u>	<u>Casualty Marks</u>
302	CAGX 1058, 1201-1205, inclusive, 1208, 1209, 1211-1215, inclusive, 1218, 1219, 1221-1224, inclusive, 1226-1230, inclusive, 1232-1242, inclusive, 1244, 1246-1250, inclusive, 1257, 1259, 1260, 1263, 1264, 1266-1269, inclusive, 1271, 1274, 1279, 1280, 1281, 1285, 1286, 1287, 1289, 1290, 1291, 1293, 1294, 1295, 1296, 1298-1302, inclusive, 1304, 1305, 1307-1311, inclusive, 1313, 1314, 1316, 1319, 1321, 1323-1328, inclusive, 1330, 1331, 1333, 1334, 1336, 1339, 1341-1345, inclusive, 1348, 1353, 1356, 1358, 1359, 1361, 1362, 1366, 1368, 1369, 1370, 1372, 1374-1378, inclusive, 1380, 1382-1388, inclusive, 1391-1397, inclusive, 1399, 1401-1404, inclusive, 1406, 1408-1417, inclusive, 1420, 1425, 1426, 1427, 1429, 1431, 1433-1436, inclusive, 1439, 1440, 1442, 1443, 1445, 1447, 1448, 1449, 1451, 1454, 1455, 1456, 1458, 1459, 1461, 1465, 1467, 1468, 1470, 1471, 1473, 1474, 1475, 1477, 1478, 1479, 1481, 1484, 1485, 1487, 1488, 1492, 1496, 1498, 1500, 1501, 1504, 1506, 1507, 1511, 1512, 1515-1518, inclusive, 1520, 1522, 1523, 1525, 1527, 1528, 1533-1536, inclusive, 1538, 1541-1545, inclusive, 1547, 1551, 1552, 1553, 1555, 1559, 1561-1564, inclusive, 1567-1574, inclusive, 1577-1580, inclusive, 1582, 1584, 1585, 1587, 1589-1599, inclusive, 1602, 1603, 1605-1611, inclusive, 1613, 1615, 1616, 1617, 1619, 1621, 1624, 1626, 1628, 1629, 1632, 1633, 1635, 1636, 1637, 1639, 1641, 1644, 1648, 1651, 1652, 1653, 1657-1664, inclusive, 1669, 1670, 1672, 1673, 1780, 1787, 1790 and 1796.	None